way wished to prejudge any application for reinstatement that might eventually be made we felt this was a cause in which, if he is allowed to retain his qualification as a member of the Bar in England, it was not impossible that this solicitor might one day be readmitted to practise in this Colony.

In addition to the order striking him off the roll of this Court we made an order that the costs of the Bar Committee should be paid by the respondent.

WONG YEW v. SHAIK SALLIM BIN MOHAMED BIN SALLIM BIN TALIB

[Workmen's Compensation (Williams, Commissioner) August 19, 1936]

[Singapore Workmen's Compensation. Claim 29 of 1936]

Workmen's Compensation Ordinance, 1932, s.15.

Held: following *Bargewell* v. *Daniel* [1907] 98 L.T. 265, that repairs carried out for a landlord to one of his houses are not carried out in the course of and for the purposes of his trade or business and that in such circumstances the landlord is not a "principal" under section 15 of the Workmen's Compensation Ordinance, 1932.

Oakeley (Assistant Controller of Labour) for the applicant.

Seth for the respondent.

E. B. Williams, Commissioner: The facts in this case (which is a disputed claim under the Workmen's Compensation Ordinance, 1932) insofar as it is necessary to consider them for the purposes of this judgment, are not in dispute. The respondent is an absentee landlord owning a number of houses in Singapore, including No. 137 Amoy Street. Certain repairs being required to the roof of the latter house, the respondent's agent employed the witness, Ng Cheong to do the repairs. The verbal agreement between the respondnt's agent and Ng Cheong was that Ng Cheong should find the necessary labour and that payment should be made to Ng Cheong, on the basis of the number of men employed on the work at the rate of $1 *per diem* for masons and 65 cents *per diem* for other labourers. The applicant who was represented at the hearing by Mr. Oakeley, Assistant Controller of Labour, Chinese, was one of the workmen engaged by [243] Ng [243] Cheong to work on the house. On the 27th January, 1936 he fell from the roof and was seriously injured.

At the beginning of the hearing I settled certain issues of which in view of the evidence given it is only necessary to mention two, viz.:

(a) was the applicant in the employ of the respondent?
(b) could the respondent be made liable under section 15 of the Ordinance?

Mr. Oakeley only called two witnesses, the applicant and Ng Cheong. On the first issue Mr. Oakeley had pleaded that the applicant was in the employ of the respondent but this plea was not borne out by the evidence. Both the applicant and Ng Cheong and I was able to hold without calling on the defence that there was no contractual relation between the applicant and the defendant and that as a question of fact the applicant was not in the employ of the respondent.

The second issue as to section 15 of the Ordinance was not pleaded but was raised by me without protest from the respondent's counsel, Mr. Seth.

It appeared to me clear on reading section 15 of the Ordinance that the respondent could not be held to be liable unless the work of repairing the house was being undertaken "in the course of or for the purposes of his trade or business." Now these same words "for the purposes of his trade or business" appear as part of the definition of workman in section 2 of the Ordinance exception (a) and also in paragraph (b) of section 3(2) of the Workmen's Compensation Act, 1925 (15 and 16 Geo. 5 c. 84). Under this paragraph 3(2)(b) of the English Act in *Bargewell* v. *Daniel*, [1907] 98 L.T. 257, where a widow owned a number of cottages and a man who was employed casually to do repairs sustained an accident, it was held that the widow was not carrying on a trade or business. I was of opinion that this case was binding on me in regard to the interpretation of the words "for the purposes of his trade or business" in section 15 of our Ordinance and I accordingly held that the repairs were not done in the course of or for the purposes of the respondent's trade or business and that respondent was not a "principal" under section 15.

I therefore dismissed the claim without prejudice to any proceedings which the applicant might see fit to take against Ng Cheong. I made no order as to costs.

Claim dismissed.

Solicitors: *Sisson & Delay.*

REX v. KHOO KEE THYE & ORS.

[A. Cr. J. (Gordon-Smith J.) August 26, 1936]

[Penang Criminal Appeal No. 13 of 1936]

Criminal Procedure Code, s.310 — Reservation of Points of Law — Ordinance No. 45 (Common Gaming Houses), s.5(c) — Selling lottery tickets.

It is usual where a plea of guilty is accepted by a Magistrate to record some information (which may or may not amount to formal evidence) to show that the punishment inflicted is deserved; at least unless in a petty or trivial case.

SPECIAL CASE.

W. C. Taylor (Deputy Public Prosecutor) for the Crown.

The facts and arguments appear sufficiently from the judgment.

Cur. Adv. Vult.

Gordon-Smith J.: This was a special case stated by the Magistrate, Penang, under the provisions of section 310 of the Criminal Procedure Code, with the object of ascertaining the extent to which evidence need be taken by a lower Court when a plea of guilty has been accepted.

So far as the facts of this case are concerned I am satisfied that the four accused understood the nature and consequences of their respective pleas of guilty and intended to admit without qualification the offence charged against them.